

**CASEY & BARNETT, LLC**  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ACE AMERICAN INSURANCE COMPANY a/s/o  
Ferragamo U.S.A., Inc.,

Plaintiff,

- against -

SAVITRANSPORT S.p.A. and AMERICAN  
AIRLINES, INC.,

Defendants.  
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**ECF**

**17 Civ. ( )**

**COMPLAINT**

Plaintiffs, ACE AMERICAN INSURANCE COMPANY a/s/o Ferragamo U.S.A., Inc.,  
by and through its attorneys, Casey & Barnett, LLC, for its Complaint alleges upon information  
and belief as follows:

1. This action arises out of the Montreal Convention, a Treaty to which the United  
States is a signatory. The Court has jurisdiction pursuant to 28 USC § 1331.

2. At all material times, ACE AMERICAN INSURANCE COMPANY (hereinafter  
"ACE" or "Plaintiff") was and is a corporation with an office and place of business located at 436  
Walnut Street WA06T, Philadelphia, Pennsylvania 19106, and is the subrogated underwriter of  
the subject consignment, as more specifically described below.

4. At all material times, Defendant, SAVITRANSPORT S.p.A. (hereinafter "SVT" or "Defendants"), is a corporation with an office and place of business c/o Savitransport, Inc., 148-08 Guy R. Brewer Blvd., Jamaica, New York 11434 and at all relevant times was and is doing business as an international carrier of merchandise by air within the jurisdiction of this Honorable Court.

5. At all material times, Defendant, AMERICAN AIRLINES, INC. (hereinafter "AA" or "Defendants"), is a corporation with an office and place of business at 360 Lexington Avenue, New York, New York 10017 and at all relevant times was and is doing business as an international carrier of merchandise by air within the jurisdiction of this Honorable Court.

5. Plaintiffs brings this action on their own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

6. This is a claim for wetting and physical damage to a shipment of 229 packages of leather handbags, luggage, belts, small leather goods, men's and ladies shoes, and women's sports shoes, which occurred during air transit, said cargo having been delivered to the Defendants in good order and condition to be carried from Florence, Italy, to New York, via Philadelphia, PA, pursuant to AA air waybill number 001-9347103 and SVT air waybill number SVT111553258, both dated on or about October 29, 2015.

7. The consignment was delivered to Ferragamo U.S.A., Inc., on or about October 29, 2015, at which time it was determined that the cargo had sustained physical damage in the nature of wetting and damage caused while in the care, custody and control of the Defendants in transporting the cargo from Peru to the United States.

9. The damaged product, consisting of 157 pieces in 27 cartons was so damaged so as to be of no further commercial value and was destroyed, for which Ferragamo U.S.A., Inc., suffered damages.

10. The damage to the cargo was not the result of any act or omission on the part of the Plaintiff or its assured but, to the contrary, was due solely as a result of the negligence, fault, neglect, breach of contract of carriage, and breach of bailment on the part of Defendants and/or their agents.

11. In accordance with the provisions of the Montreal Convention, written notice of the loss was provided to SVT and AA within the time set forth in the Convention.

12. At all times relevant hereto, a contract of insurance for property damage was in effect between ACE and Ferragamo U.S.A., Inc., which provided coverage for, among other things, loss or damage to the subject consignment.

13. Pursuant to the aforementioned contract of insurance between ACE and Ferragamo U.S.A., Inc., monies have been expended on behalf of Ferragamo U.S.A., Inc., to the detriment of ACE due to the damages sustained to the cargo during transit.


14. As ACE has sustained damages as a result of said expenditures, expenditures rightly the responsibility of the Defendants, ACE has an equitable right of subrogation and is subrogated, to the extent of its expenditures, to the rights of its insured with respect to any and all claims for damages against the Defendants.

15. By reason of the foregoing, the plaintiffs have been damaged in the amount of \$73,741.26, as nearly as presently can be estimated, no part of which has been paid, although duly demanded.

**WHEREFORE**, plaintiffs respectfully demand judgment in the amount of \$73,741.26, against the Defendants, jointly and severally, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York  
February 17, 2017  
115-1411

**CASEY & BARNETT, LLC**  
Attorneys for Plaintiff  
ACE AMERICAN INSURANCE CO.

By:   
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